

Terms and Conditions

These are the Terms and Conditions which apply when buying online from marvelfood.co.uk. Please read this agreement carefully.

These Terms and Conditions shall be incorporated into the Contract and shall apply in place of and succeed over any Terms and Conditions verbally communicated or implied by custom and practice. Marvel Food reserves the right to amend, update or revise the current Terms and Conditions. Any such changes will take affect when posted on the website.

All text, graphics, photographs, logos, trademarks, artwork, sounds, music, user interfaces, visual interfaces and computer code, belongs to Marvel. This content includes, but it not limited to, the design, structure, selection, coordination and arrangement of it. The content is protected by copyright, trademark and other intellectual property rights and you are not permitted to copy, reproduce, republish, upload, post, publicly display, translate, transmit or distribute this content in any way without prior written permission from Marvel.

These represent the Terms and Conditions for using this service. If you do not agree to these, then you may not use this Website and on-line ordering.

You are permitted to use our Website solely on the basis of these Terms and Conditions. Please check periodically for changes on on-line ordering.

If you have any questions/queries to these Terms and Conditions please contact our Customer Services Team by email, or call us on 0208 900 1197 during office hours (Please check the website).

1. Registration and Contract

- 1.1 'Marvel' means Marvel Food. You are the Customer. You agree to purchase services and goods from Marvel subject to these Terms and Conditions which will apply to all transactions using our service.
- 1.2 You must be 18 years or over and must complete the registration procedure to participate in our service.
- 1.3 By registering for this service you agree that the details provided by you on registration, or at any time, are correct and complete. You must inform us immediately of any changes to the information that you provided when registering by updating your details in order to process your order. Your personal information shall be used and protected in accordance with our Privacy and Cookie policy.
- 1.4 Your email address is essential in order for us to be able to supply you with important information such as confirmations, and changes to the service.
- 1.5 It is your responsibility to keep your password secure. We reserve the right to modify or withdraw a password at our discretion. If your email or password have been misused, you must inform the Marvel immediately.
- 1.6 You agree that any information that you submit to the Website shall not be misleading and shall be true and accurate in all respects. If you submit to the website any communication, idea or materials which may attract copyright or other intellectual property rights, you agree that this shall become Marvel's property and you agree that anything you submit shall not infringe any right of any third party, nor contain anything libellous or otherwise unlawful, abusive or obscene not constitute an invasion of privacy. As such, you are and shall remain solely responsible for the content of any submissions you make on the Website and we reserve the right any material you have placed on the Website and we will continue to reserve the right to remove any material you have placed on the Website or to deny you access to the Website or to deny you access to the Website at any time in our sole discretion.

- 1.7 We reserve the right to:
Decline a new Customer registration or suspend or terminate a Customer's account at any time and at our sole discretion.
At our absolute discretion to terminate your access to all or part of this service with or without notice.
- 1.8 As the Contract between you and Marvel is not concluded until such time as you accept goods at the time of delivery, you are entitled to inspect the goods before signing for them. You or someone aged 18 or over authorised by you must be available to inspect the goods at the time of delivery.
- 1.9 Marvel will not be responsible for any loss or damage caused to the goods after the Contract has been concluded.

2. Ordering, Pricing and Payment

- 2.1 On placing an order with Marvel through the Company's Website, the you are offering to contract with Marvel on the basis of the Terms and Conditions.
- 2.2 The Contract is subject to the availability of the goods.
- 2.3 We may limit the quantities of goods supplied to any one Customer.
- 2.4 Prices on the Website at the time of ordering may be subject to change until the order has been paid in full.
- 2.5 You will be charged at the time of ordering and payment will be taken at the time or ordering.
- 2.6 Minimum order must be £150.00 including VAT before any discounts, if any to be applied, become applicable. Orders will not be processed if the order does not reach the minimum order requirement.
- 2.7 Orders must be placed, and paid for, before 12 midnight for the next available delivery. An email confirmation will be sent.
- 2.8 If payment has been unsuccessful, an email confirmation will be sent. Then, you will have to replace the order with a new payment option.
- 2.9 All prices shown exclude VAT, where applicable.

3. Delivery

- 3.1 Delivery of the goods to you shall be in accordance with the our delivery schedule.
- 3.2 We will deliver to the address registered by the you.
- 3.3 We reserve the right to restrict or refuse delivery requests in certain areas at any time and with or without notice.
- 3.4 You must ensure that you, or your staff or a representative aged 18 and over is available to accept the delivery and sign for it.
- 3.5 The delivery may not be guaranteed in accordance to your requested timing schedule.
- 3.6 Marvel shall not be liable for any loss or damage whatsoever arising as a result of failure to deliver goods by a particular date or time as a result of any causes beyond the our control.
- 3.7 The delivery of the goods shall be made by us to such reasonably accessible premises.
- 3.8 If you fail to take delivery or are unavailable for any reason, you may contact Customer services in advance, to discuss and arrange such delivery.
- 3.9 All deliveries must be checked and signed for in the Driver's presence. Any shortages, returns, discrepancies or incorrect items must be noted and signed for as confirmation before credit allocation is if applicable applied.

4. Property, Risk & Warranty

- 4.1 The property in the goods shall not pass to you until payment has been cleared and delivery accepted.
- 4.2 All risks in the property pass to you on delivery.
- 4.3 We warrant the goods will correspond in all respects at the time of the delivery until such expiry of the shelf life which date shall be printed on the goods and or its relevant packaging.
- 4.4 We warrant that all food goods shall comply with the Food safety Act 1990 and amendments and with all the relevant UK and EU legislation in force from time to time.

5. Governing Law

- 5.1 These Terms and Conditions shall be governed by and construed in accordance with the Laws of England and Wales and irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

6. Website

- 6.1 You must not establish any link to the website to suggest any form or association, approval or endorsement on our part where none exists or establish a link from any Website that is not owned by you.
- 6.2 The Website must not be framed on any other site, and you may not create a link to any part of the Website other than the home page.

7. Summary of how we use your data and your rights

- 7.1 We use your data to provide and improve our products and services, including for marketing, research, feedback and enquiries, and for safety and security purposes. We will use your data to comply with laws and regulations. We may use your data to prevent and detect crime, such as fraud. When you give consent, you are able to withdraw that consent at any time, for instance by emailing admin@marvelfood.co.uk. You can also email admin@marvelfood.co.uk to exercise any other data rights, such as obtaining a copy of your data, correcting, deleting or restricting how we use your data. Our websites and app use cookies and similar technologies to improve functionality, recognise you and to customise your experience. You can reject and block cookies in your browser settings.